

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

SOPRAMCO CV9 CFL, LLC,

Plaintiff,

vs.

EDMA MELENDEZ GUABA

Defendant

CASE NO. 10-1521 (JAF)

COLLECTION OF MONIES AND
FORECLOSURE OF MORTGAGE

STIPULATION

TO THE HONORABLE COURT:

COME NOW, Plaintiff, SOPRAMCO CV9 CFL, LLC ("Sopramco") and Defendant, EDMA MELENDEZ GUABA, and very respectfully state and stipulate:

1. On June 10, 2010, Plaintiff filed a complaint for collection of monies and foreclosure of mortgage, regarding the mortgage note and deed executed by Defendant on July 30, 2005 with Mortgage Store of Puerto Rico, Inc., for the sum of \$421,150.00.

2. Plaintiff is the owner and holder of the mortgage note of \$421,150.00; Plaintiff was assigned said loan from Pramco CV9, LLC, as of May 20, 2010. Pramco CV9, LLC was assigned the loan from R&G Premier Bank of Puerto Rico on or about September 28, 2007.

3. After service of process, the parties have agreed to

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the settlement of the complaint and to the entry of judgment by consent as follows:

(a) Defendant recognizes that they owe Sopramco the principal amount of **\$393,529.27**, interests of **\$13,114.03**, and late charges in the amount of **\$2,593.00**, and legal fees in the amount of **\$2,500.00** as of October 19, 2010. Sopramco will allow Defendant to reinstate the loan obligation through the payment of the actual loan arrears, which, as of October 19, 2010, amount to **\$17,969.17**, by way of eighteen **(18)** monthly payments of **\$600.00**, beginning on November 1, 2010 and continuing until **April 1, 2012**, which sum includes a partial amount of **\$2,500.00** for attorney's fees already incurred. The then remaining balance of arrears will become due and owing on April 1, 2012.

(b) Starting November 1, 2010, Defendant shall resume their regular monthly contractual payments to Plaintiff and will continue such regular payments in addition to the advances on the outstanding loan arrears mentioned in paragraph 3(a) above.

(c) Starting April 1, 2012, Defendant shall continue their monthly contractual payments pursuant to the Note and Mortgage to Plaintiff, provided all payments mentioned in paragraph 3(a) and 3(b) have been made and there has been no default.


(d) Should Defendants fail to comply strictly with the foregoing payment schedule, Plaintiff shall be entitled to request the execution of this stipulated judgment from this

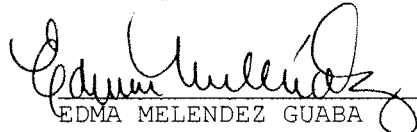
Honorable Court, proceeding to the public sale of the mortgaged property without any other legal process, including the collection of the contractually agreed-upon attorney's fees and legal costs amount of \$42,115.00.

(e) This stipulation constitutes only an extension of time for Defendants to reinstate the loan with Plaintiff, and shall in no way constitute a novation or restructuring of the original loan.

WHEREFORE, the parties respectfully request that this Honorable Court enter judgment by consent, as provided herein.

In San Juan, Puerto Rico, this 20th day of January, 2011.


SERGIO A. RAMIREZ DE ARELLANO
Attorney for Plaintiff
USDC-PR No. 126804
Banco Popular Center, Suite 1133
San Juan, PR 00918
Tel. (787)765-2988/Fax 765-2973


EDMA MELENDEZ GUABA
10001 MESSINA POINTWAY
TAMPA, FL 33619